

**ATTACHMENT A**  
**Use and Disclosure**  
**of**  
**Identifiable Washington State Healthy Youth Survey 2002 Data**

"Identifiable information" means any data element, or combinations of such data elements, that could be used to identify an individual student who participated in the Survey (such as grade, age, race, sex); presentations of data that could identify individual students; and, in cases in which a school principal has not given permission for school-identified presentations, individual schools or grade levels within a school.

Students participating in the survey and their parents were promised complete anonymity of student survey responses. It is the intention of this agreement to permit disclosure of individual-level Survey data while ensuring anonymity of students.

"Survey" and "Survey" data refer to the Washington State Healthy Youth Survey 2002.

The Joint Survey Policy Committee<sup>1</sup> has delegated authority to the Department of Health (DOH, Data Provider) for disclosure of individual-level data from the Healthy Youth Survey 2002 (hereinafter referred to as "Survey") to local health departments.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. For access to school identifiers, [insert name of local health jurisdiction] shall obtain written permission from the principals of the *each* school for which [insert name of local health jurisdiction] is requesting Survey data. This permission must specify whether [insert name of local health jurisdiction] may report data in a way that is identifiable by school, or solely by composing groups of schools. [insert name of local health jurisdiction] shall provide a copy of each permission to DOH prior to DOH disclosure of Survey data.
2. DOH will disclose to [insert name of local health jurisdiction] individual-level Healthy Youth Survey 2002 data for the following geographic area(s): [fill in counties, schools/school districts, etc.]. DOH will disclose all data elements [including/excluding] identifiers of the schools participating in the Survey. DOH will disclose school identifiers for only those schools in which the principal has given permission for the disclosure. The Data Provider shall transfer Survey data using a secure method <sup>2</sup>.

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<sup>1</sup> The Joint Survey Policy Committee is comprised of members of each of the agencies which sponsors the Healthy Youth Survey: the Office of the Superintendent of Public Instruction, Office of Community Development, the Department of Health, and the Department of Social and Health Services.

<sup>2</sup> Secure methods include password-protected files placed on CD-ROM or floppy disk, and transfer of individual-level survey responses separately from school identifiers. For purposes of this agreement, email or Internet transfer are *not* considered secure methods.

3. [insert name of local health jurisdiction] (Data Recipient) will:
- (a) use Survey data *only* to examine the use of alcohol, tobacco and other drugs, and risk and protective factors, and other variables measured by the survey, among public school students. These analyses will be used to inform policy and program development at the local level;
  - (b) maintain all Survey data in a secure, locked location, or in password protected computer files, at all times when not in use;
  - (c) restrict access to Survey data to persons who specifically require access in the performance of their assigned duties. Prior to making Survey data available, all staff requiring access will be informed of the use and disclosure requirements and staff shall read and sign this agreement prior to access. [insert name of local health jurisdiction] shall submit the signed agreement to DOH.
  - (d) Report or publish findings in a manner that does not permit identification of students who participated in the Survey, which includes the following:
    - i. Report or publish simple frequencies *only* if 15 or more students answered an individual survey item, and
    - ii. Report or publish cross tabs *only* if there are at least 15 valid responses per cell.
4. [insert name of local health jurisdiction] (Data Recipient) will not:
- (a) attempt to identify any individual student who participated in the Survey or use the Survey data for any personal reasons;
  - (b) release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons identifiable Survey information;
  - (c) copy, duplicate or otherwise retain Survey data provided or created under this Agreement for any use after the stated purposes have been accomplished.
  - (d) transmit any Survey data across any electronic network or medium unless the individual records have been securely encrypted.
  - (e) use Survey data for any purposes other than those described in their request to DOH.